

N17000006649

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

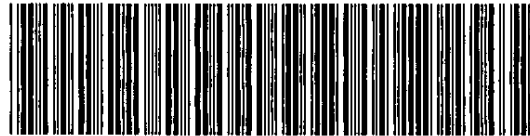
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



200300267752

06/22/17--01017--018 \*\*87.50

FILED  
17 JUN 22 PM 2:56  
RECEIVED  
TAMPA, FL 33602

06/26/17

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Kissimmee Professional Village Owners Association, Inc

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Victor Del Pilar  
\_\_\_\_\_  
Name (Printed or typed)

5003 Keaton Crest Dr.  
\_\_\_\_\_  
Address

Orlando, FL 32837  
\_\_\_\_\_  
City, State & Zip

407-362-9115  
\_\_\_\_\_  
Daytime Telephone number

kevtinproperty@gmail.com

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

FILED

17 JUN 22 PM 2:56

CLERK OF DISTRICT COURT  
OSCEOLA COUNTY, FLORIDA

**ARTICLES OF INCORPORATION  
FOR  
KISSIMMEE PROFESSIONAL VILLAGE OWNERS ASSOCIATION, INC.**

**ARTICLE 1  
NAME**

The name of the corporation shall be **KISSIMMEE PROFESSIONAL VILLAGE OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2  
OFFICE**

The principal office of the Association shall be at 5003 Keaton Crest Drive, Orlando, Florida 32837 or at such other place as may be subsequently designated by the Board of Directors. The mailing address of the Association shall be 5003 Keaton Crest Drive, Orlando, Florida 32837 Attn: Denise Del Pilar. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, i.e. Chapter 718 of the Florida Statutes, as amended (the "Act") for the operation, administration and management of that certain condominium located in Osceola County, Florida, and known as **KISSIMMEE PROFESSIONAL VILLAGE, A CONDOMINIUM** (the "Condominium").

**ARTICLE 4  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in that certain DECLARATION OF CONDOMINIUM FOR KISSIMMEE PROFESSIONAL VILLAGE, A CONDOMINIUM, to be recorded in the Public Records of Osceola County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5  
POWERS**

The powers of the Association shall include and be governed by the following:

General. The Association shall have all of the common-law and statutory powers of a

corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the Bylaws or the Act.

Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

To make and collect Assessments and other charges against Members as Unit Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, surface and stormwater management systems, and other property acquired or leased by the Association.

To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its Officers, Directors and Unit Owners.

To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.

To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of

Assessments, promulgation of rules and execution of contracts on behalf of the Association.

To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

## **ARTICLE 6**

### **MEMBERS**

- 6.1 Membership. The Members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were Members at the time of such termination, and their successors and assigns.
- 6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 6.3 Voting. On all matters upon which the membership shall be entitled to vote, each Unit shall be entitled to cast one vote. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to one vote for the Unit. The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated officer, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

- 6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

## **ARTICLE 7** **TERM OF EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE 8** **OFFICERS**

The affairs of the Association shall be administered by the officers (each an "Officer" and collectively, the "Officers") holding the offices set forth below. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties and qualifications of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Victor Del Pilar
<u>Vice President:</u>	Mary Insall
<u>Treasurer:</u>	Denise Del Pilar
<u>Secretary:</u>	Denise Del Pilar

## **ARTICLE 9** **DIRECTORS**

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Appointment; Removal. Directors of the Association shall be appointed at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

- 9.4 Directors. The names and addresses of the Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mary Insall	270 Madison Avenue, #17, New York, NY 10016
Victor Del Pilar	5003 Keaton Crest Drive, Orlando, FL 32837
Denise Del Pilar	5003 Keaton Crest Drive, Orlando, FL 32837

- 9.5 Standards. A Director shall discharge his duties as a Director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more Officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

#### ARTICLE 10 INDEMNIFICATION

The Association shall indemnify any Officer or Director, or any former Officer or Director, to the fullest extent permitted under law. Without limiting the foregoing, each and every Director and Officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been a Director or Officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or Officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a Director or Officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in

the performance of his duties, the indemnification provisions of this Article 10 shall not apply.

## **ARTICLE 11** **BY-LAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws, subject to any limitations contained in the Declaration.

## **ARTICLE 12** **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 **Adoption.** An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of all Owners, and approval by the Board must be by unanimous consent.
- 12.3 **Limitation.** No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of Members, nor any changes in Sections 5.3, 5.4, or 5.5 of Article 5, entitled "Powers", without the approval in writing of all Members. No amendments shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 **Recording.** A copy of each amendment shall be filed with the Secretary of State if required by the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Osceola County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.



**ARTICLE 13**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

**ARTICLE 14**  
**TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

Any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest,

shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

#### **ARTICLE 15** **DISSOLUTION**

The Association may be dissolved by unanimous consent of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned President of the Association has consented to and adopted these Articles of Incorporation of the Association on this 21<sup>st</sup> day of June, 2017.

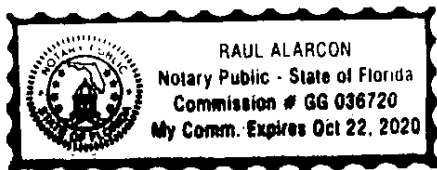
KISSIMMEE PROFESSIONAL VILLAGE  
OWNERS ASSOCIATION, INC., a Florida not  
for profit corporation

Victor Del Pilar, President

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2017, by Victor Del Pilar, as the President of the Kissimmee Professional Village Owners Association, Inc., a Florida corporation not for profit who is personally known to me or who has produced a Florida driver's license as identification.



[Signature]  
Notary Public  
Name: Raul Alarcon  
Serial Number: \_\_\_\_\_  
Commission Expires: 10/22/2020

***Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.***

***Name and Address of Registered Agent and office is:***

***Victor Del Pilar  
5003 Keaton Crest Dr.  
Orlando, FL 32837***

*Victor Del Pilar*  
***Registered Agent***

*JUNE 21 2017*  
***Date***

FILED  
17 JUN 22 PM 2:56  
CLERK OF COUNTY OF OSCEOLA  
TALLAHASSEE, FLORIDA